



City of Austin Purchasing Office Note to File

REFERENCE CONTRACT: MA 4700 NG190000016 ***Austin Travis County Mental Health & Mental Retardation Ctr***

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement based on the exemption a(4) a procurement for personal, professional, or planning services. This exemption is based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased.



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: November 26, 2018

DEPT: Austin Public Health

TO: Purchasing Officer or Designee

FROM: Stephanie Hayden

PURCHASING POC: Shawn Willett

PHONE: 512-972-5010

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.
2. Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

Austin Public Health hereby designates that per Texas Local Government Code Chapter 252.022.a(4), agreements for social services are exempt from competition based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased. We are therefore requesting a blanket exemption for all such agreements.

Recommended
Certification

Originator

Date

Leslie Boyd

6-11-19

Approved
Certification

Department Director or designee

Date

Stephanie Hurd

12/05/18

Assistant City Manager
or designee (procurement requiring Council approval)

Date

[Signature]

12/6/18

Purchasing Office
Review

Authorized Purchasing Office Staff

Date

[Signature]

06/18/19

Purchasing Office
Management Review

Purchasing Officer or designee
(procurement requiring Council approval)

Date

APH will complete the below information and include a copy with each agreement as applicable

Vendor Name: *Austin Travis County Mental Health & Mental Retardation Ctr. dba Integral Care*

Master Agreement Number: *4700 NG190000016*

APH Confirming Signature & Date:

Signature

[Signature]

Date

6/11/2019



**AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN TRAVIS COUNTY MENTAL HEALTH
AND MENTAL RETARDATION CENTER
DBA
INTEGRAL CARE
FOR
SOCIAL SERVICES**

(GF- Non-Medical Case Management)

AGREEMENT NO. 4700 NG190000016

AGREEMENT AMOUNT: \$497,000

This Agreement is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and Austin Travis County Mental Health and Mental Retardation Center *dba* Integral Care (Grantee), a Texas community center formed under and governed by Chapter 534 of the Texas Health and Safety Code, having offices at 1430 Collier Street, Austin, TX 78704.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Grantee. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.2 Responsibilities of the Grantee. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 Responsibilities of the City. The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 Designation of Key Personnel. The City's Agreement Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Agreement Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Agreement Manager, or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4.3 If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of 42 months beginning April 1, 2019 through September 30, 2022, and may be extended thereafter for up to 2 additional 12-month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 42 month term shall not exceed the amount approved by City Council, which is **\$497,000 (Four Hundred Ninety Seven Thousand dollars)**, and \$142,000 (*One Hundred Forty Two Thousand dollars*) per 12 month extension option, for a total Agreement amount of \$781,000. Continuation of the Agreement beyond the initial 42 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.1 The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 4/1/2019 through 9/30/2022, the payment from the City to the Grantee shall not exceed \$497,000 (*Four Hundred Ninety Seven Thousand dollars*).

4.2 Requests for Payment. Payment to the Grantee shall be due 30 calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Standard Time 15 calendar days following the end of the month covered by the request and expenditure report. **If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday.** Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 Payment.

4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.

4.7.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by

Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

4.7.7 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.8.2 To be allowable under this Agreement, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Agreement.
2. Conform to any limitations or exclusions set forth in this Agreement.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

4.9 **Reports.**

4.9.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in Section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Grantee shall submit a quarterly performance report using the format and method specified by the City no later than 5:00 p.m. Central Time 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and

accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Grantee and submitted to the City within 60 calendar days following the end of each Program Period identified in Section 4.1.2.

4.9.4 A Contract Closeout Summary Report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.10 Grantee Policies and Procedures.

4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.11 Monitoring and Evaluation.

4.11.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.11.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Grantee.

4.12.1 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review report received from the Grantee;
- ii. That the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review report was presented to the Grantee's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due 60 days after the end of each Program Period, as well as in the Agreement Closeout Summary Report, due 60 days after the end of the Agreement Term.

4.13.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must

correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 Termination Without Cause. The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 Fraud. Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 Insurance. The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin

Austin Public Health
ATTN: Contract Management Team
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

- 6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee

to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

- 6.5 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.
(Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:

City of Austin
Austin Public Health
Administrative Services Division

To the Grantee:

Austin Travis County Mental
Health & Mental Retardation
Center dba Integral Care

With copy to:

City of Austin
Austin Public Health

ATTN: Kymberley Maddox,
Assistant Director

7201 Levander Loop, Bldg. E
Austin, TX 78702

ATTN: David Evans, Chief
Executive Officer

1430 Collier Street
Austin, TX 78704

ATTN: Stephanie Hayden,
Director

7201 Levander Loop, Bldg. E
Austin, TX 78702

8.8 Confidentiality. In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 Advertising. Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 No Contingent Fees. The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 Gratuities. The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 Prohibition Against Personal Interest in Agreements. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 Independent Grantee. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 Assignment-Delegation. The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 Waiver. No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 Modifications. The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 Interpretation. The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 Dispute Resolution.

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Agreement.

8.20 Living Wage Policy

[Reserved]

8.21 Subgrantees.

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 Jurisdiction and Venue. The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this

Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 Holidays. The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 Survivability of Obligations. All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 Public Information Act. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 HIPAA Standards. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the

election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

AUSTIN TRAVIS COUNTY MENTAL HEALTH &
MENTAL RETARDATION CENTER DBA
INTEGRAL CARE

Signature: _____

Name: _____

Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

Signature: _____

Name: _____

PURCHASING OFFICE

Date: _____

EXHIBITS

Exhibit A -- Program Forms

- A.1.1 -- Program Work Statement for HIV Contract
- A.1.2 -- Program Work Statement By Service Category
- A.2 -- Program Performance Measures

Exhibit B -- Program Budget Forms

- B.1 -- Program Budget and Narrative

Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit E -- Modifications to the Standard APH Agreement

Exhibit F -- Business Associate Agreement

Program Work Statement For HIV Contract

Period Start Date 4/1/2019

Period End Date 9/30/2022

Client Access

Clients may access City of Austin (COA) General Fund services at Integral Care's C.A.R.E. Program through many different avenues including internal referrals; referrals from other programs within Integral Care; by being referred from an outside agency; or by calling or walking into the C.A.R.E. Program's office location. Clients may also be self-referred to services. The C.A.R.E. Program is located at 1165 Airport Blvd Austin, Texas 78702. The C.A.R.E. Program encourages referrals from the David Powell Health Center for those Persons Living with HIV (PLWH) who have substance use and/or mental health issues. These referrals are especially appropriate because of the need for individuals to be psychiatrically stable in order to remain engaged in primary medical care. The C.A.R.E. Program maintains a Memorandum of Agreement with the David Powell Community Health Center, which provides most of the Austin Transitional Grant Area's primary medical care for uninsured clients living with HIV/AIDS. This agreement outlines important referral and linkage general protocol between the two programs.

In addition to being referred or self referring to services, the C.A.R.E. Program's Outreach Team targets those in the community living with HIV who are out of care, as well as those most at risk for contracting or spreading HIV and other sexually transmitted infections, including individuals who are substance users. The C.A.R.E. Program's Outreach Workers offer HIV testing using the Foundations of HIV Counseling and Testing model at no cost to the community. When individuals are identified as being HIV+, they are referred to HIV medical care and, if appropriate, to the C.A.R.E. Program's services.

Barriers that might hinder or prevent clients from accessing services include:

- Lack of transportation
- Lack of sufficient income to provide for basic necessities. Including shelter and food
- Lack of affordable and stable housing
- A limited understanding of mental illness or the availability of specialized case management services available to individuals living with HIV
- Denial of having a mental illness, substance use problem and/or HIV
- A desire to remain anonymous regarding their HIV status
- Shame and stigma around being diagnosed with HIV and a severe mental illness
- Substance use and/or addiction

Barrier reduction strategies include increased access to transportation assistance; assessment for placement in substance use treatment services that specialize in treatment of co-occurring disorders; timely access to mental health services, including psychiatric services and mental health counseling; access to additional mental health services through Integral Care's Behavioral Health Services Division; Increased access to supportive groups aimed at addressing the specialized needs common to individuals living with mental illness and substance use disorders (i.e. groups that address medication management, daily living skills, stress management and other topics related to recovery).

Service Linkage, Referral, and Collaboration

The C.A.R.E. Program's COA General Fund services will include a wide range of patient-centered services that link clients with HIV medical care, psychosocial services and other support services. The service ensures timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other family members' needs and personal support systems.

The C.A.R.E. Program maintains a Memorandum of Agreement with the David Powell Community Health Center, which provides most of the Austin TGA's primary medical care for uninsured clients living with HIV/AIDS. This agreement outlines important referral and linkage protocol between the two programs.

When necessary, staff from the C.A.R.E. Program will transport the client to his/her primary medical care appointment. Such a service helps ensure successful linkage, while reinforcing the important relationship between primary medical care and mental health/substance use treatment.

Referral and successful linkage to services are documented in clients' progress note(s) in Integral Care's electronic medical

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record. The C.A.R.E. Program's Mental Health and Substance Use counselors work closely with the C.A.R.E. Program's case managers, as well as outside providers, to ensure that clients successfully linked to services and that referrals are completed. Follow through on referrals is tracked through client feedback and C.A.R.E. staff.

Helping our clients to connect to and stay engaged in medical care is a priority for the C.A.R.E. Program. At the very beginning of services, when a client attends their C.A.R.E. Program intake appointment, the client is screened for accessing primary medical care. If the person is found to be recently diagnosed, or out of medical care, staff will immediately start working with the individual to link them to medical care. C.A.R.E. Program staff will present all options available for HIV medical care in the Austin area to clients, including the CommUnityCare David Powell Health Center, the Moody Medical Clinic, the ASHWell clinic, Austin Infectious Disease Consultants, and private clinics with infectious disease doctors on staff for clients who have medical insurance, including Red River Family Practice and Austin Regional Clinic.

Once clients have reviewed their options and made a determination of where they would like to access medical care, staff will assist the client to schedule a medical appointment. C.A.R.E. Program staff are able to assist clients to get connected to medical care within 72 hours at CommUnityCare's David Powell Health Center, the Moody Medical Clinic, and the ASHWell clinic, and sometimes even faster. There have been several instances when we have been able to get a client into medical care, meaning the person met with a doctor and received their HIV medications within 24 hours of either learning they were HIV positive or expressing a desire to re-engage in medical care after being out of care.

C.A.R.E. Program's HIV Outreach Team also provides rapid HIV testing and when they get a positive HIV test result, they are able to link that individual to someone on our clinical staff to complete a C.A.R.E. Program intake and assist the individual to access HIV medical care.

When someone is newly diagnosed with HIV, we always take into account the potential trauma of this diagnosis and take the time to meet with clients to allow them to fully process their diagnosis, to answer any questions they have pertaining to HIV and to provide health education. All of the care and services provided at the C.A.R.E. Program are person-centered and trauma-informed because the majority of the people we serve have experienced a multitude of traumas in their lives. In addition, in order to streamline linkage to medical care for newly diagnosed and out-of-care clients, our case managers regularly complete the David Powell Health Center intake packets, as well as the Texas HIV Medication Program application with clients. This allows clients to receive medical care sooner and allows David Powell Health Center social workers to focus their efforts on filing Texas HIV Medication Program applications and making sure that all clients get approval for medications they may need to access in the future.

Furthermore, once clients are connected with HIV medical care, C.A.R.E. Program case managers assist clients to maintain their medical care by providing transportation assistance, including: taxi vouchers, 31-day bus passes, gas cards, and linkage to CARTS and Community Action, Inc. for those clients in outlying areas. C.A.R.E. Program case managers also regularly transport and accompany clients to their medical appointments in order to provide advocacy and support. Case managers and counselors also provide health education to clients prior to, during and after medical appointments in order to increase health literacy and improve compliance with medical care and prescribed medications.

Case Managers also assist clients to maintain their medical care by providing health education regarding medications, including the importance of adhering to prescribed medications; potential drug interactions; education about other co-morbid medical conditions; and education about nutrition needs specific to HIV and other medical conditions (e.g. hypertension and diabetes). When working with clients on maintaining medical care, case managers must also keep in mind their client's either current or history of substance use. Case managers regularly incorporate education regarding medication adherence problems related to substance use, including inconsistency taking medications, particularly during periods of relapse, and interactions between prescribed medications and alcohol and other drugs. Case managers also assist clients to schedule lab, medical, and triage appointments, call clients to remind them of medical appointments, and coordinate with nurses at the David Powell Health Center to ensure clients are accessing HIV medical care at the David Powell Health Center, as well as with other specialists in the community. Case managers also coordinate referrals to specialists with nurses at the David Powell Health Center and transport clients to appointments with specialists as needed.

Client Input and Involvement

Each client will work with their assigned non-medical case manager to develop a Person- Centered Care Plan. The Person-

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Centered Care Plan process is collaborative in nature and the goals, objectives and interventions listed on the client's Person-Centered Care Plan are created by the client. The Person-Centered Care Plan, whenever possible will include the client's own words. The Person-Centered Care Plan serves as a guide for services. The Person-Centered Care Plan is printed and signed by both the clinician and the client. A copy is retained in the client's record and an additional copy is offered/given to the client. Person Centered Care Plans are reviewed collaboratively by the assigned non-medical case manager and the client every six months, so the client's successes and challenges may be easily addressed in a timely manner. During this review, the goals listed in the Person-Centered Care Plan are reviewed and any progress made or not made is noted and the Person-Centered Care Plan is updated. Clients are encouraged to provide input on an ongoing basis related to the C.A.R.E. Program's non-medical case management services. Clients can provide input by offering such information directly to their assigned case manager (or any other C.A.R.E. staff person) by asking to speak with the C.A.R.E. Program's LPHA Team Lead and/or the Program Manager, or by placing written feedback in the suggestion box located in the C.A.R.E. Program's lobby. The C.A.R.E. Program also solicits client input via Integral Care's quarterly client satisfaction survey. Clients may also provide input through an online question/comment feature located on Integral Care's website.

Cultural Competency

Service activities will be delivered so that cultural and language differences do not constitute a barrier to services in compliance with the National Standards on Culturally and Linguistically Appropriate Services (CLAS).

Integral Care is in compliance with all 15 CLAS standards and all Integral Care staff receive training on the CLAS Standards.

Integral Care has a long-standing commitment to diversity and inclusion. Most recently, Integral Care's Board of Trustees formally incorporated cultural competency into its strategic planning efforts as a Strategic Imperative, a crosscutting principle to employ strategies that achieve goals, guide policies, current program and resource allocations.

Integral Care views cultural competency as a system of knowledge behaviors and policies that meets the needs of diverse populations through specific clinical standards skills, service approaches and communication programs that match a client's culture and increase the quality and appropriateness of health care and outcomes.

Integral Care's Diversity Council serves as an advisory group for the development and implementation of Integral Care's Cultural Competency Plan (Plan) and Cultural Competency Strategic Plan Imperative. The group works to institutionalize cultural and linguistic competence in the planning and delivery of behavioral health and developmental disability services and business practices provided by Integral Care.

Furthermore, the group provides overall direction in the planning, development, implementation and evaluation of assessing organizational leadership and progress in achieving cultural and linguistic competencies in the following areas:

- Best practices in client service delivery systems and processes
- Employment practices and workforce professional development
- Internal and external communications
- Continuous quality improvement and evaluation
- Working collaboratively with the Learning and Development Coordinator to develop recommendations aligned with Integral Care's Strategic Plan, Local Service Area Plan and Annual Operating Budget

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Client Eligibility

Integral Care's eligibility criteria and processes will follow all applicable requirements in the Austin TGA Service Standards, the Austin TGA Performance Measure Catalog, Health Resources and Services Administration/HIV/AIDS Bureau (HRSA/HAB) and HIV Resources Administration Unit (HRAU) policies, and other guidance provided, and requirements specified by HRAU.

At the initial intake appointment, staff will screen clients and collect supporting documentation to certify their eligibility for services based on:

- Verification of an HIV positive diagnosis
- Verification of Identify
- Verification of residency in the Austin TGA's service area
- Verification of Income
- Verification of insurance coverage

Clients will be reassessed to determine their continued eligibility at six (6) month intervals following their initial eligibility determination. At every six month interval clients will be required to provide proof of residency, proof of income, and proof of insurance coverage.

Financial assessments will be done at intake and at a minimum of every six months or as needed if there is a change in status. Proof of income is required and verified through Social Security correspondence and pay stubs. Income will be documented on the Income Calculation Form. Along with providing proof of income, the client is also asked to provide any other documentation related to/or impacting the individual's financial status (i.e. public entitlements, household income, number of dependents and any medical expenses incurred in the last year). Documentation of no income is captured on the Self-Attestation of No Income Form.

Clients reporting no income are referred to the Integral Care Client Benefits office to file for Social Security Benefits. Documentation of clients' filing for benefits is documented in the client record. Financial Assessment data is incorporated into each client's electronic medical record.

During the financial assessment, the client is also required to show documentation of any third-party payers (i.e. Medicaid, Medicare or private insurance). Third party payers are verified through the Texas Medicaid Home Page, Navinet (Medicare website), or through contacting private insurance companies. If it is determined based on the client's income that they will be charged for their service or assessed an insurance copayment, then the C.A.R.E. Program will base such charges on the Ryan White Imposition of Charges policy. No COA General Fund client will be denied services based on their inability to pay. COA General Funding will only be used to serve the uninsured or underinsured. For clients who are underinsured, proof of service eligibility will be included in the client's medical record. Financial Assessment data is incorporated into each client's electronic medical record, including the DSHS Income Calculation Form.

The C.A.R.E. Program uses a sliding scale for clients with regard to charges. For clients who are at or below 100% of FPL, no charges will be assessed. C.A.R.E. Program staff complete a financial assessment with all clients at intake and every six months thereafter. As part of the financial assessment, C.A.R.E. Program staff complete the DSHS Income Calculation Form in order to accurately capture each client's income. C.A.R.E. Program staff also require clients to provide proof of income.

The C.A.R.E. Program is committed to the adherence of HRSA guidelines as they relate to clients reaching a maximum or "cap" to out-of-pocket medical and HIV-related charges per calendar year. Once a client has reached his or her cap, the client can no longer be charged by the C.A.R.E. Program for services until the next calendar year. No client will be denied services based solely on inability to pay.

C.A.R.E. Program staff will review Cap Policy with each client who has an annual gross income above 100% of the Federal Poverty Level. Staff will assist clients with the completion of the CAP form. Staff will explain to the client that it is the client's responsibility to maintain all eligible receipts and to inform C.A.R.E. Program staff when the client's cap charges have been

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met. During the completion of the form, C.A.R.E. Program staff will use an Excel spreadsheet to calculate the client's annual cap amount. C.A.R.E. Program staff will re-assess any changes to cap charges as client's income changes, and at the 6 month eligibility assessment.

Once the client has met his or her cap, the client is responsible to inform C.A.R.E. Program staff. Staff will assist client with the completion of the form Statement of Declaration of Meeting Cap on Eligible Charges for Services and client will be informed that no additional charges will be assessed until the next calendar year. C.A.R.E. Program staff will provide copies of this document for the client to take to other community providers to provide proof of cap being met.

Target Populations

The target population People Living with HIV (PLWH) living in the Austin TGA who have a substance use disorder and/or a mental health disorder. In addition, specific efforts will be made to target sub-populations living in the Austin area known to be disproportionately impacted by HIV (i.e. African America/Black individuals, Hispanic/Latinx individuals, transgender individuals, people who are experiencing homelessness, injection drug users, individuals with a history of trauma, and individuals living below the federal poverty level.)

Service Category Activities

Service activities linked to Budget Justification

Non-Medical Case Management Services is the provision of a range of client-centered and culturally and linguistically appropriate activities focused on improving access to and retention in needed core medical and support services via the mitigation and elimination of barriers to HIV care. NMCM provides coordination, guidance, and assistance in accessing medical, social, housing, community, legal, financial, employment, vocational, and/or other needed services

Key activities for Non-Medical Case Management include:

Outreach:

C.A.R.E.'s outreach team partners with EMS Community Health Paramedics and visits homeless campsites all over the Austin area in order to outreach to the members of these communities. C.A.R.E. outreach staff offer HIV and HCV testing and provide individuals with a wide variety of harm reduction kits, including; safer sex kits, hygiene kits, safer smoking kits for crack users, bleach cleaning kits for injection drug users and naloxone kits for opioid users.

C.A.R.E.'s outreach team also participates in Pop Up Resource Clinics (PURC) 1-2 times per month and these events allow us to interact with all of the above mentioned groups. C.A.R.E.'s outreach team is tasked with providing HIV testing at all of the community-wide PURCs. The team also follows the Austin Harm Reduction Coalition (AHRC) van every Tuesday and AHRC staff refer people to us who want an HIV test and/or a referral to substance use treatment.

Initial assessment of service needs via comprehensive assessment:

Expanding upon the information gathered during the initial intake visit, case management staff completes an initial comprehensive assessment for all clients entering services. The initial assessment provides a broader base of knowledge needed to address complex, longer-standing psychosocial needs. Information obtained during the initial assessment, as well as ongoing reassessments conducted by assigned case managers, is used to develop a comprehensive, individualized care plan with the client, which assists in the coordination of the continuum of care.

The non-medical case manager begins and completes the assessment within 30 calendar days of intake date. This period allows the case manager to assess client health status over time and collect more in-depth information in order to address complex client medical, mental health and substance abuse needs. Case Management staff complete the Substance Abuse and Mental Illness Symptoms Screener (SAMISS) during the comprehensive assessment process. If the client screens positive on the SAMISS, case management staff immediately refer the client to mental health counseling services (ASA, Waterloo Counseling Center, or Integral Care) or substance use (Integral Care) services, unless the client refuses the referral. In cases of refusal, the client signs the SAMISS assessment indicating their refusal for service referral. Case managers continue to build rapport with their clients in order to assess for readiness for mental health and/or substance use counseling and for appropriate access into care. At the time the client indicates readiness, the referral is made again.

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Development of comprehensive, individualized care plan:

Care plans are a critical component of case management activities, as they guide both the client and the case manager with an approach that is proactive to addressing the client's needs. The case manager and the client use the Initial Comprehensive Assessment to collaboratively develop a care plan for the client based on need and client readiness. Client needs identified in the Assessment/ Reassessment are prioritized and translated into a care plan which defines specific goals, objectives, and activities to meet those needs. The client and the case manager actively work together to develop and implement the care plan.

Care plans are negotiated in-person with clients to further encourage active participation and self-empowerment. Both the client and the case manager sign off on the care plan to verify agreement and understanding. Care plans are living documents for planning and tracking client goals, tasks, and outcomes for specified and identified needs. A copy is offered to the client to emphasize client participation in partnership with the case manager. The care plan is updated when outcomes are achieved and revised/amended in response to changes in the client's life circumstances or goals. Tasks and referrals are updated as identified or completed, and not at set intervals. The individualized care plan must be thoroughly completed within 45 calendar days of the client's initial intake date.

Continuous client monitoring to assess the efficacy of the care plan:

Non-Medical Case Managers coordinate services required to implement care plans by referring clients to appropriate resources and ensuring resource linkage. Staff ensures linkage by educating clients about the eligibility criteria and process, assisting in completion of applications, advocating on the client's behalf, and following up on referrals to monitor client progress and address barriers, as needed. The Non-Medical Case Manager provides advice and assistance in obtaining medical, public benefits (e.g. Medicare, Medicaid), social, community, legal, financial, and other needed services.

Case managers assist clients in the completion of applications for commonly needed services, including food stamps, taxi vouchers, housing through Project Transitions (an Austin-area nonprofit that provides hospice, housing and support to people living with HIV and AIDS), Housing Opportunities for People Living with AIDS, Best Single Source Plus, Section 8, and public housing, Meals on Wheels and More, Capital Area AIDS Legal Project (CAALP), Texas HIV Medication Program, and Capital Metro's Metro Access transportation program.

Regular communication, either by telephone or in person, is maintained with clients to establish rapport, as well as to foster self-advocacy and increase self-sufficiency skills. Staff provides services in venues that are convenient to the client, which include telephone contact and office, clinic, hospital, and home visits.

Case managers provide referrals to clients as determined when appropriate or necessary. Referrals are a mutual decision between the client and case manager in which the client agrees to accept a service referral from the case manager for services not currently being accessed. The case manager utilizes a referral tracking mechanism to monitor completion of all case management referrals to ensure the client follows up and accesses services. The case manager identifies and resolves any barriers clients may have in following through with their referrals care plan goals.

Reevaluation and adaptation of the care plan every six months:

Non-Medical Case Managers closely monitor client follow through on care plan goals and reevaluate the effectiveness of the care plan as services continue. Based on the reassessment, as needed, the care plan goals and tasks are revised with client input and includes actions to address any service utilization issues noted. Reassessments occur at minimum, every 12 months, while care plan revisions occur at least every 6 months.

Ongoing assessment of the client's and other family members' needs and personal support systems:

Non-Medical Case Managers reassess the client health, mental health, and psychosocial functioning, note changes since the last assessment, and identify new needs. Re-assessment of needs occurs at a minimum on an annual basis for the duration of the client's care in case management services and includes the client and his/her/their family member's needs.

Reassessment includes noting barriers to meeting care plan objectives and evaluating the success of case management interventions. This is also a time to reevaluate the current level of case management services and the need for additional levels. The assessment also includes a review of service utilization such as kept primary medical and specialty care appointments, use of medial nutrition therapy services, and adherence to oral health care visits. Non-Medical Case Managers

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incorporate client input into the assessment as well as feedback from the primary medical care team, the other assigned case manager, and other support service professionals.

C.A.R.E. Program non-medical case managers regularly assist clients to have housing stability by making referrals to various housing assistance programs in the Austin area, including the following:
Housing Assistance for People With AIDS (HOPWA) – AIDS Services of Austin (ASA) serves as the hub of the Central Texas HOPWA Consortium, and houses the offices of the TBRA housing case managers, who provide housing case management to clients receiving TBRA. HOPWA is one of the most frequently utilized programs by C.A.R.E.'s non-medical case managers. C.A.R.E. staff complete all of the HOPWA paperwork with clients before staffing their request with clinical team members and, if approved, submitting the HOPWA packet to ASA for processing.

Foundation Communities: Foundation Communities is a local non-profit that provides affordable, attractive homes and free on-site support services for thousands of low-income families, veterans, seniors and individuals with disabilities, empowering them with the tools they need to succeed. Foundation Communities owns and operates 23 properties in Austin and North Texas. C.A.R.E. case managers have referred and will continue to refer clients to Foundation Communities properties in the Austin area for housing, which include: Spring Terrace, Garden Terrace, Skyline Terrace, Arbor Terrace, Capital Studios and Bluebonnet Studios.

Housing Authority of the City of Austin (HACA): The Housing Authority of the City of Austin is the local authority for federal-assisted public housing. HACA currently provides housing to more than 19,000 Austinites on a daily basis. HACA administers one waiting list for the Housing Choice Voucher (HCV) program (formerly Section 8) and 18 waiting lists for its Project-Based Rental Assistance (PBRA), Low-Income Housing Tax Credit (LIHTC) and Public Housing properties. C.A.R.E. case managers regularly refer clients to HACA and assist clients to apply to get on the waiting lists for HACA properties. C.A.R.E. case managers also provide support and advocacy throughout the application process, and after clients have obtained housing with HACA in order to assist clients to maintain their housing.

Mary Lee Foundation: Mary Lee Foundation provides services for people with developmental and mental health disabilities, traumatic brain injuries, and their caregivers. Their Traumatic Brain Injury Program provides housing, counseling, rehabilitative services, and caregiver support for those living with a TBI. C.A.R.E. case managers have referred clients to the Mary Lee Foundation for housing, as well as their support groups, which are open to the community.

Project Transitions: Project Transitions provides supportive housing to people with HIV. C.A.R.E. case managers frequently refer clients to Project Transitions for their housing services, which include transitional apartment housing at two properties in Austin. Project Transitions also provides hospice and respite care through Doug's House, where 5 beds are available for those in need of short-term stays to recover from serious illness and/or surgical procedures, as well as those in need of palliative end of life care. C.A.R.E. case managers have also referred clients to Doug's House when appropriate for respite and end of life care.

RBJ Residential Towers: RBJ Residential Towers is operated by the Austin Geriatric Center, Inc., a non-profit organization that provides affordable housing for seniors and a small number of disabled adults. While the wait list for a non-senior spot is long, it is a useful housing resource for the C.A.R.E. Program, and we have successfully referred clients to RBJ for housing in the past.

In addition to making referrals for housing and assisting clients to maintain housing once they have obtained it, C.A.R.E. Program staff also attend bi-monthly ASO Housing Workgroup meetings, collaborative meetings with ECHO and other AIDS Services Organizations, in order to discuss housing options for clients based on their scores on the Coordinated Assessment. Since we began attending these collaborative meetings, we have been able to assist multiple clients to obtain housing, and several other clients are currently close to obtaining housing.

Case Closure/Graduation:

Clients are evaluated by their case manager for closure when they are no longer engaged in active case management services. Clients graduate from the program when care plan goals are achieved, the client can independently resolve his/her issues, and both client and case manager agree that CM services are no longer warranted. Other reasons for closure may include: referral to another case management type of program, client relocation outside of the counties of the Austin TGA,

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incarceration for greater than three months, client self-determination, ineligibility for services, client becomes lost to care or is no long engaging in services, client death , and/or, in rare cases, agency-initiated termination due to behavioral violations. Case Managers complete a closure summary documenting case closure and reason for closure. Each closure is reviewed by the Case Manager's supervisor and approved as appropriate.

Frequency of these service activities

The frequency of Non-Medical Case Management Services is based on a combination of client acuity, clinical judgment and each client's individual needs and preferences.

Location(s) of these service activities

The C.A.R.E. Program is located at 1165 Airport Blvd. Austin, Texas 78702. Mental Health Services will be provided at the C.A.R.E. Program office location, as well as in clients' homes and in the community.

Staffing

Program Manager

Board Certified Licensed Clinical Social Worker Supervisor with over ten years providing services to PLWH.

Qualifications: Master's degree in Social Work, Psychology, or other Human Service field required. Licensure in the State of Texas as LPC, LCSW, or LMFT preferred. Clinical supervisory experience preferred. Two years administrative supervisory experience required. Must have a minimum of three years' experience working with individuals with mental illness or substance abuse. Experience working with individuals with HIV preferred.

Job Description: The Program Manager is responsible for providing administrative and clinical oversight for every aspect of the C.A.R.E. Program's service delivery system. The Program Manager provides direct administrative supervision to C.A.R.E. Program staff, including the program's LPHA Team Lead, the Non-Medical Case Managers and the Administrative Supervisor. In addition, the position may provide Non-Medical Case Management services and counseling to a small caseload of clients who are accessing services at the C.A.R.E. Program. The Program Manager is responsible for contract reporting and will serve as the primary contact with the City of Austin's HIV Resource Administration Unit. This position will also represent the C.A.R.E. Program at the Austin TGA Clinical Quality Management meetings.

LPHA Team Lead

Board Certified Licensed Clinical Social Worker, also certified in Eye Movement Desensitization and Reprocessing (EMDR) Qualifications: Graduation from an accredited college or university with a Master's degree in a human services field. Requires licensure in the State of Texas as an LCSW. Experience in substance abuse, mental health and HIV preferred.

Job Description: The LPHA Team Lead position requires clinical experience working with individuals living with mental illness, substance use and other complex health issues including HIV/AIDS. In addition to providing clinical oversight to C.A.R.E. Program clinical staff, this position will also maintain a caseload of clients accessing a combination of case management, mental health and substance abuse services at C.A.R.E. This position provides direct client services including intake, assessment, diagnosis review, person-centered care planning, and non-medical case management and individual and group counseling interventions. This position is supervised by the C.A.R.E. Program's Program Manager.

Non-Medical Case Manager

Board Certified Licensed Master Social Worker (LMSW), LPC-I, LCDC, LCDC Intern or Licensed Clinical Social Worker (LCSW)

Qualifications: An employee in this position must possess knowledge of severe and persistent mental illnesses and commonly co-occurring disorders and case management/service coordination principles. An employee in this position must effectively communicate their clinical impressions, assess the strengths and functional impairments of those they serve and collaborate with racially and culturally diverse individuals to achieve their goals. An employee in this position must collaborate professionally with an interdisciplinary treatment team and be adaptable to a wide variety of service environments and rapidly evolving clinical circumstances. An employee in this position must possess a beginning knowledge of the principles of psychiatric crisis intervention and be prepared to interact with emergency medical and psychiatric service providers to ensure the safety of Integral Care staff and clients. An employee in this position must possess computer skills necessary to document work performed and demonstrate the ability to work efficiently to complete all assessments and documentation in a timely manner. Clinical experience working with individuals living with mental illness, substance abuse and other complex health issues including HIV/AIDS.

Job description: The Non-Medical Case Manager position provides case management services for People Living with HIV

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Program Work Statement By Service Category

Period Start Date 4/1/2019

Period End Date 9/30/2022

HIV Service Category SS-Case Management Non-medical

(PLWH) who have a substance use disorder and/or a mental health disorder. Case management includes a range of person-centered services that link clients with primary medical care, psychosocial services and other support services. Key activities include initial assessment of the client's strengths and needs; development of a comprehensive and individualized person centered care plan; coordination of the services required to implement the plan; client monitoring to assess the efficacy of the plan; and periodic reevaluation and revision of the plan as necessary until discharged from services. The position is supervised by the C.A.R.E. Program's Program Manager.

Administrative Supervisor

Qualifications: Three years of progressively responsible or supervisory experience in office administrative work and three years of specialized experience in the technical program area is preferred; experience working with individuals living with mental illness, substance abuse and other complex health issues including HIV/AIDS.

Job Description: The Administrative Supervisor (AS) works directly with clients by helping them schedule appointments and access services, by working with the client to verify insurance coverage, by responding to client inquiries via phone and in person, and by providing clients with information regarding community resources and services available at the C.A.R.E. Program. The AS is stationed at the program's front desk and also performs the majority of the program's receptionist duties, including answering phone calls, greeting clients, and directing clients to appropriate staff members as issues arise. In addition, the AS is responsible for monitoring several quality assurance processes related to the delivery of Substance Abuse Services. The AS also assists the C.A.R.E. Program's Program Manager with budget preparation, the maintenance of programmatic supply levels, and the billing of services to third-party payers. The AS completes reports related to select grants. The AS is also responsible for ARIES data entry and for verifying appropriate billing setup and associated charges related to program services provided. In addition, this position oversees the utilization of Ryan White Transportation services at the C.A.R.E. Program. This position is supervised by the C.A.R.E. Program's Program Manager.

Quality Management

The purpose of Integral Care's C.A.R.E. Program's Quality Management (QM) program is to ensure that persons living with HIV/AIDS and accessing C.A.R.E. Program services receive the highest level of quality case management, mental health and substance abuse services in order to ensure continuity of, and adherence to, medical care.

The overall goals of the C.A.R.E. Program's case management, mental health and substance abuse services are as follows:

- Goal 1: Increase Quality Assurance and Continuous Quality Improvement efforts
- Goal 2: Improve the Quality of ARIES Data for Management, Planning and Reporting
- Goal 3: Reduce health disparities for HIV positive clients system-wide.
- Goal 4: Increase the number of HIV positive individuals who are in care.
- Goal 5: Improve health outcomes for all clients.

To accomplish these goals, C.A.R.E.'s Clinical Quality Improvement (CQI) Committee will:

Ensure that quality case management, mental health and substance abuse services promote the health and well-being of HIV positive individuals who reside in the agency's service area.

Develop collaborations with other community agencies to link people living with HIV to quality and cost-effective mental health and substance abuse services.

Monitor client data such as demographics, medical care, and risk factors in order to maximize access to high quality health and social services, including case management, mental health and substance abuse services, while minimizing barriers and reducing disparities in care.

Design and implement a systematic process for identifying and responding to client needs and quality issues, and to implement necessary changes and/or improvements to address those issues.

Audit charts for clients accessing case management, mental health and substance abuse services on a monthly basis in order to ensure all documentation is being completed properly and in accordance with contract requirements.

Hold regular C.A.R.E. CQI Committee meetings and actively participate in quarterly TGA CQI/QM Committee meetings and

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Program Work Statement By Service Category

Period Start Date 4/1/2019

Period End Date 9/30/2022

HIV Service Category SS-Case Management Non-medical

related activities.

Through these efforts, C.A.R.E.'s QM program will support Integral Care's vision of Healthy Living for Everyone.

In addition, the C.A.R.E. Program's CQI Committee will address adherence to performance measures as part of the QM process.

Upon hire, each C.A.R.E. Program staff member will be trained on the applicable Service Standards related to their position within thirty (30) calendar days of their hire date, and at least annually thereafter. If there are any changes to the Service Standards from HRAU, all C.A.R.E. Program staff members will be trained on any changes or updates within ninety (90) calendar days of receipt of the Service Standards from HRAU. Documentation of current Service Standards training shall be maintained and reported as required by HRAU.

At the programmatic level, a three-person Continuous Quality Improvement (CQI) team oversees quality improvement efforts. The C.A.R.E. Program uses the Integral Care Monthly Peer Chart Audit tool, as well as the Quality Management Chart Review Tool developed by the C.A.R.E. Program for internal chart audits. Information gathered from these audits drives ongoing CQI efforts including staff development needs and documentation skills.

The Program Manager attends Austin TGA Clinical Quality Improvement meetings in an effort to collaborate with other providers and improve services.

In addition, Integral Care is accredited by the Joint Commission, an independent, not-for-profit organization that has certified more than 18,000 health care organizations in the United States. The decision to seek Joint Commission accreditation resulted from Integral Care's Strategic Plan, as a means to enhance organizational performance. During the accreditation process, surveyors from the Joint Commission visited many Integral Care programs, including the C.A.R.E. Program. Joint Commission accreditation reflects Integral Care's commitment to deliver safe and quality services. In addition, going through the accreditation process has improved quality of care and services, is helping prepare for changes in health care reform and will also further integrate primary and behavioral health care and increase collaboration across the agency.

HRSA/HAB Ryan White Program Monitoring Standards

Obtain and have on file and available for grantee review appropriate and valid licensure and certification of mental health professionals.

Maintain client records that include the required elements as detailed by the grantee, including:

Date of encounter

Type of encounter

Duration of encounter

Key activities, including benefits/ entitlement counseling and referral services

Provide assurances that any transitional case management for incarcerated persons meets contract requirements.

Program Performance Measures For HIV Service Category

Program Name:		GF - Austin Travis County Mental Health Mental Retardation Center				
Service Category:		Non-Medical Case Management				
Contract Start Date:		4/1/2019				
Contract End Date:		9/30/2022				
		Period 1 Goal	Period 2 Goal	Period 3	Period 4	Total Contract (Unduplicated Clients or Units of Service)
		04/01/2019 - 09/30/2019	10/01/2019 - 09/30/2020	10/01/2020 - 09/30/2021	10/01/2021 - 09/30/2022	04/01/2019 - 09/30/2022
OUTPUTS						
Output Measure 1: Description of output		3,438 Units of Service	6,875 Units of Service	6,875 Units of Service	6,875 Units of Service	24,063 Units of Service
<p><i>Integral Care's C.A.R.E. Program will provide 24,063 units of Non-Medical Case Management Services between April 1, 2019 and September 30, 2022. Unit of Service = per 15 minutes</i></p> <p><i>Each case management service will be documented in Integral Care's electronic medical record. Integral Care's EMR system has comprehensive reporting capabilities that allow Integral Care staff to analyze a multitude of data sets related to the delivery of services, including the number of units of service provided. Prior to the 15th of each month, the C.A.R.E. Program's Program Manager and/or the Administrative Supervisor will run reports in Cerner to capture the number of non-medical case management units of service provided during the previous month. These units of service will be entered into ARIES. Output data will be analyzed on a monthly basis by the program manager. This Output Measure will be included in monthly ARIES Data Reports and the Monthly Performance and Budget Status Reports submitted to HIV Resources Unit of Austin-Travis County Health and Human Services Department. The C.A.R.E. Program's Program Manager will compile all reports and submit all required monthly financial and performance reports. A final report of the number of units of service and unduplicated clients will also be included in the annual Year End Closeout Report for non-medical case management services.</i></p>						
How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 1)						

Output Measure 2: Description of output	Integral Care's C.A.R.E. Program will provide Non-Medical Case Management to 150 unduplicated clients between April 1, 2019 and September 30, 2022.	55	120	120	120	150
How will the data be collected and compiled for this output measure (include description of resources and tools used)? (Output 2)	<p>Each consumer receiving Non-Medical Case Management services will be assigned a unique chart number when their services are documented in Integral Care's electronic medical record system. Integral Care's EMR has comprehensive reporting capabilities that allow Integral Care staff to analyze a multitude of data sets related to the delivery of services, including the number of unduplicated consumers receiving non-medical case management services. Prior to the 15th of each month, the Administrative Supervisor will run reports to capture the number of new and continuing consumers who have received Non-Medical Case Management services during the previous month. These units of service will be entered into ARIES. This Output Measure will be included in monthly ARIES Data Reports and the Monthly Performance and Budget Status Reports submitted to HIV Resources Unit of Austin-Travis County Health and Human Services Department. The C.A.R.E. Program's Program Manager will compile all reports and submit all required monthly financial and performance reports. A final report of the number of units of service and unduplicated clients will also be included in the annual Year End Closeout Report for non-medical case management services.</p>	<p>a. 36 continuing clients will be served b. 19 new clients will be served</p>	<p>a. 55 continuing clients will be served b. 65 new clients will be served</p>	<p>a. 100 continuing clients will be served b. 20 new clients will be served</p>	<p>a. 100 continuing clients will be served b. 20 new clients will be served</p>	<p>a. 120 continuing clients will be served b. 30 new clients will be served</p>

		Period 1 Goal	Period 2 Goal	Period 3	Period 4	Total Contract Outcomes
OUTCOMES		04/01/2019 - 09/30/2019	10/01/2019 - 09/20/2020	10/01/2020 - 09/20/2021	10/01/2021 - 09/30/2022	04/01/2019 - 09/30/2022
<p>OUTCOMES (NOTE: Remember to incorporate any applicable client Exclusions for outcome numerators and denominators, when setting goals and reporting performance)</p> <p>Outcome Measure #1: Percentage of non-medical case management clients, regardless of age, with a diagnosis of HIV who had at least one medical visit in each 6-month period of the 12-month measurement period with a minimum of 60 days between medical visits</p> <p>Outcome Target: 85%</p> <p>Outcome #1 Numerator: Number of non-medical case management clients in the denominator who had at least one medical visit in each 6-month period of the 12-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period</p> <p>Outcome #1 Denominator: Number of non-medical case management clients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 12-month measurement period</p> <p>Client Exclusions:</p> <p>Clients who died at any time during the 12-month measurement period</p>						
	Outcome 1: Description of Outcome					
	Outcome Numerator 1:	47	102	102	102	127
	Outcome Denominator 1:	55	120	120	120	150
	Outcome Rate 1:	85%	85%	85%	85%	85%
What data will be collected, analyzed, and reported in order to assess this outcome? (Outcome 1)	The data for outcome #1, pertaining to engagement in HIV medical care, will be collected by the assigned non-medical case manager or designee and will consist of doctor progress notes, lab work and other forms of verification pertaining to the client's confirmed engagement in primary medical care.					
How will the data be collected and compiled for this outcome measure (include description of resources and tools used)? (Outcome 1)	All data will be verified by the C.A.R.E. Program's Program Manager. Unduplicated client counts will be collected using reporting systems available within Integral Care's electronic medical record system.					
At what point(s) or times(s) in the service delivery sequence will the data be collected and evaluated? (Outcome 1)	Data for this Outcome Measure will be collected and evaluated on a quarterly basis.					

PROGRAM BUDGET AND NARRATIVE

Contractor Name:	Austin Travis County Mental Health Mental Retardation				
Program Name:	GF- Non-Medical Case Management				
Service Category:	GF- Non-Medical Case Management				
Contract Period Start:	4/1/2019				
Contract Period End:	9/30/2022				
	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	PROGRAM PERIOD	TOTAL CONTRACT
	4/1/2019-9/30/2019	10/1/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2-21-9/30/2022	4/1/2019-9/30/2022
Salaries	\$ 44,918.00	\$ 89,836.00	\$ 89,836.00	\$ 89,836.00	\$ 314,426.00
Fringe	\$ 12,786.00	\$ 25,572.00	\$ 25,572.00	\$ 25,572.00	\$ 89,502.00
Personnel Subtotal	\$ 57,704.00	\$ 115,408.00	\$ 115,408.00	\$ 115,408.00	\$ 403,928.00
Travel - Local	\$ 2,633.00	\$ 5,265.00	\$ 5,265.00	\$ 5,265.00	\$ 18,428.00
Travel - Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment > \$5,000 per unit	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Client Assistance	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 10,663.00	\$ 21,327.00	\$ 21,327.00	\$ 21,327.00	\$ 74,644.00
Operating Subtotal	\$ 13,296.00	\$ 26,592.00	\$ 26,592.00	\$ 26,592.00	\$ 93,072.00
Total Budget	\$ 71,000.00	\$ 142,000.00	\$ 142,000.00	\$ 142,000.00	\$ 497,000.00
BUDGET NARRATIVE (DESCRIPTION BY EXPENSE TYPE)*					
Salaries	Staff salaries for service delivery and administrative activities related to this service category				
Fringe	Fringe benefits related to above (FICA & Medicare tax, retirement, medical benefits based on individual plans, worker's compensation, State Unemployment, Employee EAP costs, employee Term Life Insurance)				
Travel - Local	Staff travel within Travis County for community based services, including: transportation of clients to and from medical appointments and other appointments				
Travel - Long Distance	N/A				
Equipment > \$5,000 per unit	N/A				
Supplies	N/A				
Contractual	N/A				
Direct Client Assistance	N/A				
Other	Facilities costs: utilities, janitorial, and electricity; photocopier rental, printing and duplication; local telephone, Internet, cell phone allowance, and network; and liability insurance				

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10th day of June, 2019

CONTRACTOR
Authorized
Signature

Title

Integral Care
[Signature]
CEO

Exhibit E

GENERAL FUND HIV SERVICES MODIFICATIONS TO THE STANDARD APH AGREEMENT

In the Agreement and in this document, "Grantee" refers to the party who will provide services for the City.

1. Section 4.1.1. of the Agreement is deleted in its entirety and replaced by the following:

4.1.1. Grantee may not transfer any funds between different Service Categories without advance written approval from the City. Within a Service Category Budget, line item amounts under the major budget categories of Personnel, Fringe Benefits, Equipment, Travel, Supplies, Contractual and Other can be changed without prior approval, as long as the changes do not exceed ten percent (10%) of the total Service Category Budget. When there is a decrease or increase in a major budget category amount, the change must be recorded on all affected tab sheets under the Approved Budget Allocation column on the HIV Monthly Financial Report. When budget changes cumulatively exceed ten percent (10%) of the total Service Category Budget, Grantee shall submit a written request for Budget reallocation approval by the City's Agreement Manager.

2. Section 4.7.4. of the Agreement is deleted in its entirety and replaced by the following:

4.7.4. The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement, or b) not billed to the City at least five (5) business days before the Grantee's Program Period Closeout Report is submitted or due, whichever comes first.

3. Section 4.7. of the Agreement is modified to add the following as Section 4.7.9.:

4.7.9. Grantee agrees to collect and report program income as required by this Agreement and the Grant, and to list all program income received in its monthly performance and financial reports. The program income is to be returned to the respective HIV/AIDS program and used for eligible program costs. Program income is gross income directly generated by the grant-supported activity or earned as a result of the grant award. Program income includes, but is not limited to, income from fees for services performed such as direct payment, or reimbursements received from Medicaid, Medicare, private insurance or any third-party payers. Direct payment includes, but is not limited to enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Grantee agrees to add program income to Agreement funds and use program income to further eligible project or program objectives. Grantee shall ensure that systems are in place to account for program income. Grantee shall ensure that systems are in place to account for program income. Program income shall be reported on the HIV Services Monthly Financial Summary Report and on other report formats as required by the City.

4. Section 4.8.4. of the Agreement is modified to include the following additional items as specifically **not allowable** with funds under this Agreement:

- 21. Expenses subject to reimbursement by a source other than the City
- 22. Expenses claimed that would supplant other funding sources already in place

5. Section 4.9.2. of the Agreement is deleted in its entirety and replaced by the following:

4.9.2. Payment to the Grantee shall be due thirty (30) calendar days following receipt by Stephanie Hayden, City's Agreement Manager, or designee, of Grantee's fully and accurately completed Expenditure Report and Payment Request, HIV Monthly Financial Summary Report, Monthly Performance Report, AIDS Regional Information and Evaluation System (ARIES) Monthly and Year-To-Date (YTD) Data Reports, and, if applicable, Monthly Expenditure and Performance Variance Report. The payment request and report must be submitted to the City's Agreement Manager no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the calendar month covered by the request and expenditure report, as described in Section 4.2., *Requests for Payment*. If the fifteenth (15th) calendar day falls on a weekend or holiday, the deadline is extended to no later than 5:00 p.m. Central Time of the first weekday immediately following the weekend or holiday. Grantee shall provide supporting documentation as specified by the City's Agreement Manager and must complete the following reports and other activities on a timely basis in order for the Payment Request to be approved and processed:

4.9.2.1. To attain standardized unduplicated client-level data management, the Grantee agrees to use the AIDS Regional Information and Evaluation System (ARIES) or other data management system designated by the City. Grantee shall ensure that complete and correct client-level data are entered into ARIES. Grantee shall enter service delivery data into ARIES or other data management system designated by the City, within five (5) business days of providing the service.

4.9.2.2. Grantee agrees to submit to City any other reports identified by the City.

4.9.2.3. Grantee shall document all referral relationships with points of entry to help identify HIV positive clients, refer them into the health care system, retain subsequent client referral documentation, and make such documentation available for review by the City upon request.

4.9.2.4. Grantee shall determine on a monthly basis that the cumulative number of units of service delivered and the cumulative amount of reimbursement requested both fall within ten percent (10%) below or above the appropriate level at that particular time during the Agreement term for service measure deliverables and projected expenditure spend-down.

4.9.2.5. If an Agreement service is not within the ten percent (10%) level, written explanation must be provided on the Monthly Expenditure and Performance Variance Report.

4.9.2.6. If the cumulative service delivery or amount of reimbursement is not within the ten percent (10%) level, City may require Grantee to either:

- i. submit a revised expenditure plan; or
- ii. amend the budget amount for this Agreement to the amount projected to be expended, as determined by the City.

6. Section 4.9.3. of the Agreement is deleted in its entirety.
7. Section 4.9.4. of the Agreement is deleted in its entirety and replaced by the following:

4.9.4 An Agreement Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/>, or substitute forms designated by the City, shall be completed by the Grantee and submitted to the City within forty-five (45) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

8. Section 4.11. of the Agreement is modified to add the following as 4.11.5.:

4.11.5. Grantee acknowledges that the City and its designee(s) may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Grantee's performance of this Agreement. The City will notify Grantee in writing of any deficiencies noted during such monitoring. Grantee shall respond to the monitoring report by the required deadline. The City will provide technical assistance, upon request, to Grantee and will require or suggest changes in Grantee's program implementation or in Grantee's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. The City will conduct follow-up visits to review and assess the efforts Grantee has made to correct previously noted deficiencies. The City may terminate this Agreement or invoke other remedies in the event monitoring reveals material deficiencies in Grantee's performance or if Grantee fails to correct any deficiency within the time allowed by federal or City laws or regulations.

9. Section 4.12.9 of the Agreement is deleted in its entirety and replaced by the following:

4.12.9. Accessibility of Records and Right to Audit and Monitor

4.12.9.1. Grantee agrees that authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all books, accounts, records, reports, files, (including all client files) and other papers, things, or property belonging to or in use by Grantee pertaining to this Agreement. Upon request, the Grantee agrees to mask client-identifying information in a way that will not obstruct such audit and monitoring activities. The Grantee shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit. Upon termination of this Agreement, all records are property of the City. Unless otherwise requested by the City, records may be disposed of according to applicable regulations on the retention schedule.

- 4.12.9.2. Grantee shall include all of the provisions of this section in any sub-agreements entered into in connection with the services provided under this Agreement.

10. Section 4.13.2. of the Agreement is deleted in its entirety and replaced by the following:

4.13.2. Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of five thousand dollars (\$5,000) or more per unit in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Closeout Summary Report, due forty-five (45) days after the end of the Agreement Term.

11. The Agreement is modified to include the following as Section 4.14.

4.14. Charges Based on Federal Poverty Guidelines and Maximum Annual Charges. Persons with an income at or below 100% of the current federal poverty line may not be charged for any services covered by this Agreement. All other clients may be charged a fee based on income. The Grantee shall develop a sliding fee schedule based on current federal poverty income guidelines, and a mechanism capable of billing patients and third party payors. Grantee shall make reasonable efforts to collect from patients and third parties. A copy of the proposed fee schedule must be posted in an area accessible to all clients. No client shall be denied services because of an inability to pay. Grantee agrees to limit annual charges to clients based upon an individual client's annual gross income, and on Grantees client schedule of charges, documented annually. Grantee shall ensure that annual charges for HIV care from any and all providers do not exceed ten percent (10%) of an individual's annual gross income, based on billing documentation provided by clients. Grantee shall limit the annual cumulative charges to an individual for HIV-related services as provided in the following table:

Client Income	Maximum Charge (annual cap)
At or below 100% of Federal Poverty Level (FPL)	\$0
101% to 200% of FPL	No more than 5% of gross annual income
201% to 300% of FPL	No more than 7% of gross annual income
Over 300% of FPL	No more than 10% of gross annual income

12. Section 7.2. of the Agreement is deleted in its entirety and replaced by the following:

7.2. Performance Standards

7.2.1. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

7.2.2. Grantee warrants that it has reviewed the applicable Austin Area Standards of Care, agrees to observe them, and agrees that they are incorporated by reference. Grantee shall provide training to staff on applicable Standards of Care related to their positions, including within ninety (90) calendar days of receipt of the Standards of Care from HHSD, within thirty (30) calendar days of new employee hire date, and at least annually thereafter. Documentation of current Standards of Care training shall be maintained and reported as required by HHSD.

7.2.3. Grantee agrees to take all necessary actions to ensure that people with limited English proficiency can meaningfully access health and social services.

7.2.4. Grantee must have and adhere to a Grievance Policy and Procedures which shall be available in both English and Spanish and posted in a public area that is accessible to clients. Grantee shall adhere to the Austin Area Grievance Policy and Procedures. Clients may request an appeal for termination.

7.2.5. Grantee agrees to participate in City's clinical Quality Improvement Management Program and comply with all related training and other requirements.

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
 6. Individual. “Individual” shall mean the person who is the subject of the protected health information.
 7. Incident. “Incident” means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. “subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.
 13. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.